

**INTERGOVERNMENTAL AGREEMENT**  
**LANDSCAPE MAINTENANCE**  
**BETWEEN**  
**THE STATE OF ARIZONA**  
**AND**  
**THE CITY OF CHANDLER**

THIS AGREEMENT is entered into 18 December, 2000 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the City of Chandler, acting by and through its Mayor and City Council, ( the "City" ).

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Ray Road at I-10 at the following location.

From Ray Road centerline roadway stations 23+42 east to centerline  
roadway stations 30+95.65, total net distance of approximately 0.14 miles

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows.

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NO 24376  
Filed with the Secretary of State  
Date Filed: 12/18/00

Betsy Bayless  
Secretary of State

Vicky D. Groenewold  
B

## **II. SCOPE OF WORK**

1. The City shall prepare to State standards design plans for the landscaping and irrigation project and submit them to the State for concurrence.

2. Upon State concurrence of the plans, the project will be constructed by the City, conforming to State bidding requirements.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Chandler  
City Manager  
Mail Stop 605  
P. O. Box 4008  
Chandler, AZ 85244-4008

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF TEMPE**

**STATE OF ARIZONA**

Department of Transportation

By

  
JAY TIBSHRAENY  
Mayor

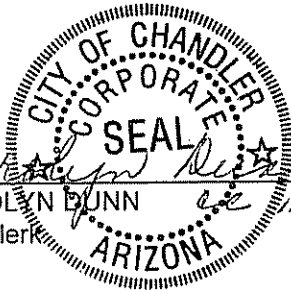
By

  
CATHERINE J. HEGEL  
Contract Administrator

ATTEST

By

  
CAROLYN DUNN  
City Clerk



11-28-00

cc 11-16-00 #10

RESOLUTION

BE IT RESOLVED on this 23rd day of April 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Chandler, for the purpose of defining responsibilities for the design, construction and landscape maintenance of certain areas within the right of way on Ray Road at I-10

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

CITY OF CHANDLER  
CHANDLER, ARIZONA  
Official Seal

RESOLUTION NO. 3291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE LANDSCAPE MAINTENANCE OF AREAS WITHIN THE STATE RIGHTS- OF- WAY AT RAY ROAD AND INTERSTATE 10.

WHEREAS, the City of Chandler and the Arizona Department of Transportation (ADOT) desire to identify and define the responsibilities of the City and ADOT for the landscape maintenance of areas within the State Rights-of-Way on Ray Road and Interstate 10, and;

WHEREAS, the City's landscape standard is greater than ADOT's; and

WHEREAS, the City is required to maintain landscape areas that exceed ADOT standards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. The Mayor is hereby authorized to execute said agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 16<sup>th</sup> day of November 2000.

ATTEST:



  
MAYOR

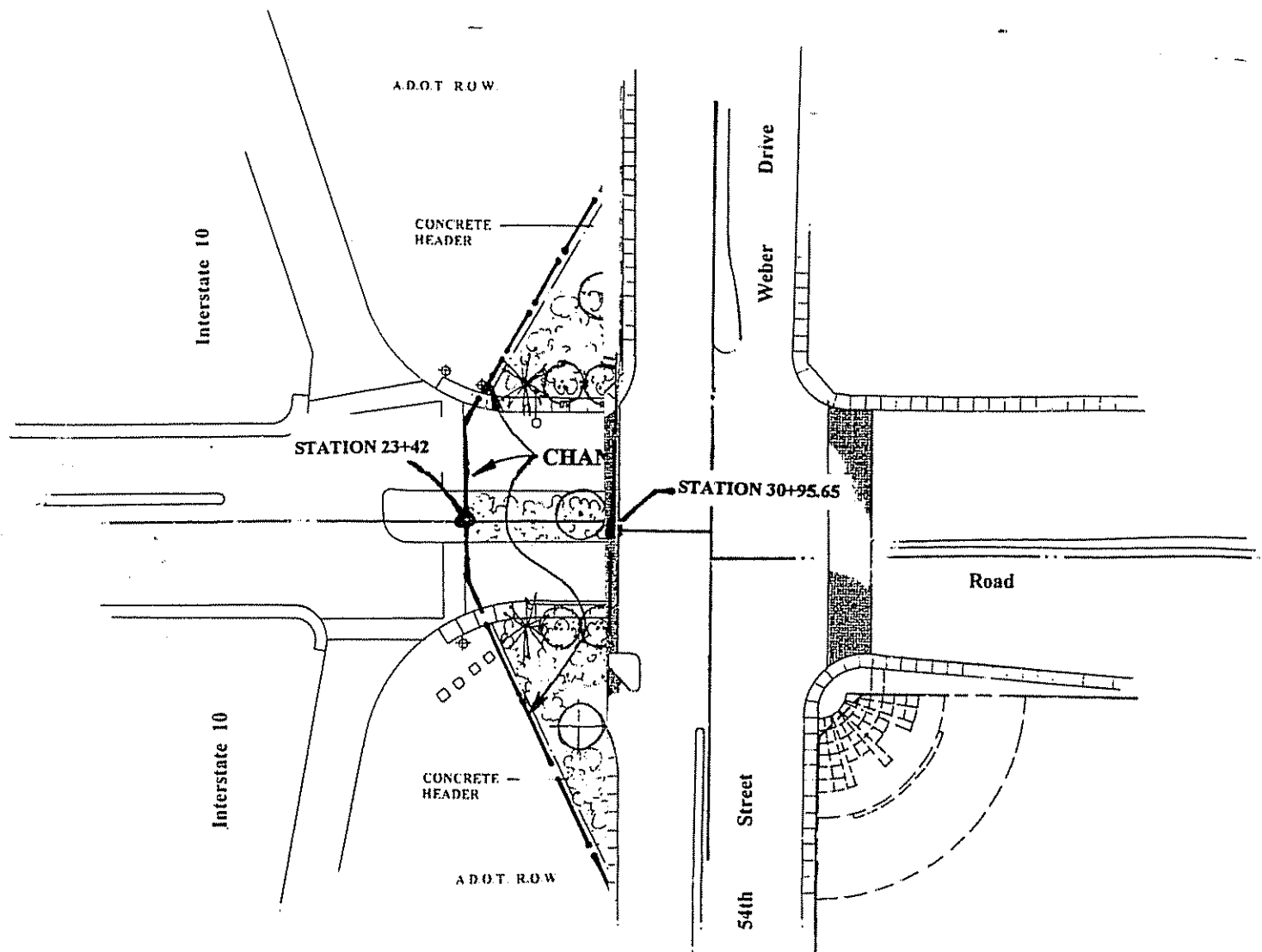
CERTIFICATION

I, HEREBY CERTIFY that the above and foregoing Resolution No. 3291 was duly passed and adopted by the City council of the City of Chandler, Arizona, at a regular meeting held on the 16<sup>th</sup> day of November 2000, and that a quorum was present thereat.

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



# LEGEND

- 14-16" SKINNED TRUNKS
- 25' TRUNK HEIGHT MATCHED & UNIFORM
- 24" BOX DOUBLE STAKE
- 15 GALLON DOUBLE STAKE
- 24" BOX DOUBLE STAKE
- 16" BOX MULTI-TRUNK
- 36" BOX

## SHRUBS & GROUNDCOVERS

NERIUM OLEANDER "FLEET PINK"	5 GALLON
CASSIA PHYLLODENDRA SH VERTLEAF CASSIA	5 GALLON
LEUCOPHYLLUM LAEVIGATUM CHIHUAHUA RAIN SAGE	5 GALLON
HESPERALOE PARVIFLORA RED YUCCA	5 GALLON
DASILIRON WHITELI DESERT SPORN	5 GALLON
CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GALLON
AGAVE VILMORINIANA OCTOPUS AGAVE	5 GALLON
CORDIA PARVIFLORA LITTLELEAF CORDIA	5 GALLON
CALLIANDRA CALIFORNICA RED FAIRY CUSTER	5 GALLON
OPUNTIA BASILARIS BEAVERTAIL CACTUS	5 GALLON
LANTANA MONTEVIDEENSIS PURPLE GOLD TRAILING	1 GALLON # 36" O.C.
BACCHARIS "CENTENIAL" CENTENIAL BACCHARIS	1 GALLON # 36" O.C.
CONVOLVULUS CNEORUM BUSH MORNING GLORY	1 GALLON # 36" O.C.
ENCELIA FARENOSA BRITTLEBUSH	1 GALLON # 36" O.C.
SANTOLINA VIRENS LAVENDER COTTON	1 GALLON # 36" O.C.
ACALYA RHODOLENS "DESERT CARPET"	1 GALLON # 36" O.C.

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 27<sup>th</sup> day of November, 2000

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G Contract No. KR99-0844TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 7, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/659013

Enc.